# Twenty-Seventh Amendment to the IME Professional Services Medical Services Contract

This Amendment to Contract Number MED-10-001-C is effective as of May 1, 2017, between the Iowa Department of Human Services (Agency) and Telligen, Inc. (Contractor).

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1.** Section 6 of the Contract, entitled "Term of the Contract" is hereby amended to read as follows:

The term of the Base Contract is May 1, 2010, through June 30, 2013 with Operations effective July 1, 2010.

The Contract Renewal Option Years will consist of five (5), one (1) year options. The Department may choose to renew the Contract for one (1) or more of the Contract Renewal Option Years. The Department shall have the sole discretion to exercise each renewal option. The Department shall use best efforts to notify the Contractor of the renewal decision ninety (90) days prior to the beginning of each renewal year.

**Revision 2. Contract Duration.** The Contract is hereby extended from July 1, 2017, through June 30, 2018.

**Revision 3.** Section 6.2.4.2(1) of the contract Scope of Work, set forth in Contract Exhibit A, first paragraph, text reading "State fiscal year 2016" is hereby amended to read "the previous state fiscal year."

**Revision 4.** Section 6.2.6.2 of the contract Scope of Work, set forth in Contract Exhibit A, is hereby amended to read as follows:

## **6.2.6.2** Contractor Responsibilities

#### **HIT Coordinator**

- a. Support activities based on provisions in the American Recovery and Reinvestment Act (ARRA) and in compliance with Federal regulations outlined in 42 CFR 495.
- b. Research, plan and oversee the HIT project, including initiatives supporting the meaningful use of health information exchange and coordination with the Health Information Exchange (HIE), HIT Planning activities related to Iowa's Round Two SIM Testing grant, and integration of the Meaningful Use program into the MACRA Quality Payment Program.
- c. Contribute to the definition of incentive payment strategies for Medicaid EHR incentive payment program and other value based payment strategies by recommending HIT platforms to support those payments. Duties include but are not limited to:

- 1. Recommend strategies to leverage the availability of clinical data to promote efficiencies and improve clinical outcomes as identified through SIM HIT planning activities.
- 2. Recommend strategies to capture quality metrics for the purposes of measuring meaningful use of electronic health records, health/medical home performance monitoring, federal reporting, Medicaid Value Based Payment programs, or other Medicaid program for evaluation purposes.
- 3. Identify connection points between the health information exchange and the MMIS system for administrative efficiencies and program evaluation.
- d. Support and track projects related to Health Information Technology as directed by the Department. Duties include but are not limited to:
  - 1. Ensure weekly status reports regarding HIT project(s) status, items completed, work planned for the next week (including meetings), outstanding action items and issues are provided to the agency
  - 2. Schedule and facilitate monthly status meetings with the project steering team and Provider Services Unit Manager.
  - 3. Manage the continuing development of the HIT plan as directed by the Department, including initiatives identified from HIT planning workgroups.
  - 4. Review and update annually the State Medicaid Health Information Technology Plan (SMHP) to allow Iowa Medicaid to leverage technology to improve quality outcomes and manage the growing costs of health care delivery.
  - 5. Update the HIT I-APD annually and as needed, to support State HIT efforts identified through SIM.
  - 6. Provide HIT I-IAPD budget planning and tracking to support
  - 7. Provide consolidated project tracking and reporting for all Health Information Technology projects.
- e. Ensure privacy and security in expanding the availability of health information exchange.
- f. Represent the Department in discussions with stakeholders.
- g. Participate in planning and execution of statewide provider assessment as directed by the Department.
- h. Participate in the Iowa e-Health advisory council, SIM HIT planning workgroups, and other workgroups as directed by the Department.
- i. Represent Iowa Medicaid Enterprise in presentations and workshops related to Health Information Technology as directed by the Department, including HIT planning workgroups.

#### **HIT Advisor**

- a. Support and track projects related to Health Information Technology as directed by the Department that includes:
  - 1. Direct provider outreach for incoming and outbound calls for EHR incentive program inquiries
  - 2. Reviewing and resolving EHR incentive application questions from the prepayment auditors (escalated issues)
  - 3. Providing direction and training to EHR pre-payment auditors
  - 4. Coordinating and resolving EHR incentive payment issues

- 5. Support PIPP queue progress per incentive year, including prioritization of tickets, and testing releases, and identifying bugs that need action
- 6. Research CMS updates impacting the EHR incentive program and develop training for the pre-payment auditors, PIPP system changes, updates to regulatory authority (SMHP addendum, SMHP), and reworking processes for pre and post payment auditors
- 7. Recreate and solidify processes for pre and post payment auditors, and correlating system enhancements or updates needed to accommodate
- b. Support the HIT Coordinator in compiling weekly status reports regarding HIT project(s) status, items completed, work planned for the next week (including meetings), outstanding action items and issues
- c. Participating in regular status meetings with the project steering team and Provider Services Unit Manager.
- d. Assist the HIT Coordinator in reviewing and developing updates to the SMPH and IAPD documents and monthly and quarterly updates to CMS to support the EHR Incentive Payment Program.

**Revision 5.** Section 7.1, Performance Based Contract, paragraph that begins "Notwithstanding the above, as of October 1, 2016. . . ." and all paragraphs below this paragraph, are hereby amended to read as follows:

A. Notwithstanding the above, as of May 1, 2017, the above provisions of Section 7.1 addressing payment obligations under this Contract shall no longer be effective, and the provisions that follow shall be the only payment obligations under the Contract from May 1, 2017 forward.

For services as set forth in RFP Section 6.2 the Agency will pay Contract based on fixed price, for work completed. Table 1 immediately below sets forth the pricing matrix for services.

Table 1: Medicaid Modernization Post-Implementation Payment Table

Scope provision	Description	Monthly Invoice Amount	
6.2.1	Medical Support	\$ 180,308.33	
6.2.2.2(b)(5)	CHSC electronic PA summary	\$ 333.33	
6.2.2.2(e)	Coordination of services – special needs children/EPSDT	\$ 333.33	
6.2.3.2(b) and (z)	Medical PAs	\$ 18,475.50	
6.2.3.2(aa)	Complex medical conditions and HCBS waiver PAs	\$ 2,466.66	
6.2.3.2(bb)	Behavioral health PAs	\$ 20,700.00	
6.2.4.2 (a) through (m), (o) through (u), and (w) through (y)	Long-term care reviews	\$ 415,000.00	
6.2.4.2(1)	MDS Validation Reviews	\$ 20,833.33	
6.2.4.2(n)	PACE quality assurance and compliance monitoring	\$ 18,397.50	

6.2.4.2(v)	MDS Section Q intake and referral for the full population			832.50
6.2.6	Health Information Tech. services			16,335.00
6.2.7	Medical Home Program		\$	14,833.33
*6.2.11	SIM Award Year 3	February 2017 through April 2017	\$	59,609.58
	SIM Award Year 4	May 2017 through June 2018	\$	60,706.25

<sup>\*</sup> Contractor shall invoice monthly, in amounts consistent with the grant budget narrative but not to exceed the amounts listed above. All invoices shall be supported with detailed information, in a format acceptable to the Agency, detailing the services provided in the preceding month.

**Revision 6. Federal Funds.** The following federal funds information is provided:

Contract Payments include Federal Funds? Yes						
The contractor for federal reporting purposes under this contract is a: Vendor						
<b>DUNS #:</b> 087131785						
The Name of the Pass-Through Entity: Iowa Department of Human Services						
<b>CFDA #:</b> 93.778	Federal Awarding Agency Name: Department of Health					
Grant Name: Medical Assistance Program	and Human Services/Centers for Medicare and Medicaid					
	Services					
<b>CFDA #:</b> 93.624	Federal Awarding Agency Name: Department of Health					
<b>Grant Name:</b> State Innovation Models: Round	and Human Services/Centers for Medicare and Medicaid					
Two of Funding for Design and Test Assistance	Services					

#### **Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

#### **Section 3: Execution**

**IN WITNESS WHEREOF,** in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Telligen Inc.		Agency, Iowa Department of Human Services		
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:	
Printed Name:		Printed Name: Charles M. Palmer		
Title:		Title: Director		